

## CAEN RFID general conditions of sales and delivery

### 1. Introduction

The present general conditions of sales and delivery (hereinafter called "conditions") apply to all supplies of goods and/or services made by CAEN RFID SRL company located in Via Vetraila n. 11, 55049 Viareggio (LU), VAT no. IT02032050466 (hereinafter called "seller" or "CAEN") towards any natural or juridical person, hereinafter called "customer" or "buyer", which places a purchase order to CAEN.

The conditions apply to any CAEN commercial operation even without any direct or explicit reference to them, and they are mandatory except for what mentioned in the last subparagraph of this article. In particular, any terms or conditions set by the buyer in contrast with the present document are inefficacious and must be considered as not set. Possible modifications of the conditions are valid only if confirmed by CAEN by written notice, and shall be valid from CAEN written confirmation if not differently indicated by CAEN.

### 2. Quotations

CAEN quotations are not binding and are valid for 30 days from the issue date. CAEN reserves the right to improve or modify the design and manufacturing of its products during the offer validity.

The quotes and any other price documentation are CAEN property, which holds exclusively all rights of exploitation connected to the copyright. Such documentation must not be either duplicated or transmitted to third parties without the written authorization of the seller. If the quotation validity period expires, CAEN reserves the rights to call back such documentation which must be returned within 30 days, and no copies can be retained by the buyer.

### 3. Contract definition

All orders must be placed in writing and must reach CAEN together with these conditions duly signed as mandatory conditions to accept the order itself.

The contract is valid exclusively from the acceptance order date, as stated in the Order Acknowledgment, to the date of satisfaction of all contract conditions, if present. If the goods description reported in CAEN quotation differs from that in the order acknowledgment, this last must be considered valid.

### 4. Prices

Prices are EXW (Exworks) seller's factory and are fixed – expect for subparagraph 3 of article 5 – for deliveries within the temporal schedule declared in the seller's quotation. Prices do not include, unless differently mentioned: a) VAT, b) taxes, duties, and any other customs taxes due inside or outside the seller's country to fulfill the contract, c) any other accessory charges such as shipping and insurance costs.

### 5. Delivery terms

Unless specifically otherwise declared in CAEN quotation, delivery times have effect from the order acceptance date by CAEN and the final fulfillment of the conditions present in the contract, such as any advance payment required.

Delivery times are not mandatory and are expressed in calendar days. In case of delays by CAEN in the fulfillment of its obligations due to:

- A. actions or omissions by the customer and/or its agents (including the missed supplying of specifications and/or designs, of measures and/or other necessary information);
  - B. changes required by the customer during the order execution, if accepted and/or technically possible;
  - C. confirmed delays by possible sub-vendors of the seller;
  - D. force majeure causes as foreseen in article 6;
- the delivery time – and/or the price as per above points – will be modified consequently if CAEN considers it necessary.

If customer rejects the shipping or does not give the necessary shipping instructions, the seller will package the goods in the most adequate way for him and will be authorized to stock the goods in a storehouse, inside or outside his organization, at customer's charges. Once stored the goods, the delivery will be finalized and the relevant risk will be transferred to the customer, which will be obliged to make the payment in favor of CAEN.

In case of a contract with different deliveries, each partial delivery is considered a separate/independent commercial transaction. The impossibility or delay of a delivery does not give the right to the customer either to withdraw from the contract or ask for the compensation for possible damages.

The seller is not responsible for delivery mistakes due to the wrong information of delivery address by the customer. At the receipt of goods, customer is required to verify their conformity to the order placed, according to the following:

- the parcels number stated in the carrier letter corresponds to the parcels number delivered;
- all parcels are intact, not damaged, not wet or tampered with.

Customer is required to sign the delivery note after this verification.

In case of non-compliance between the order and the delivery, customer must not accept the goods, and must give formal notice directly to the carrier.

The signature of the document without having performed the above mentioned verifications is at customer's damage. Once accepted the parcel delivery, no claims shall be direct to the seller about the external features of the delivered goods.

Products can be returned after written authorization by CAEN, without such agreement the products will be rejected and returned to customer.

In either case, the products return is at customer's risk and shipping charges.

### 6. Force Majeure

The contract (except for the customer obligation to pay all amounts due to CAEN in compliance with the stipulated agreement), can be suspended, without any responsibility, if its fulfillment is prevented or delayed by circumstances not depending

from the interested party control, among them force majeure causes, war, conflict, acts of sabotage, government decisions or actions (including export or re-export prohibition, or the missed authorization or the annulment of export licenses); or trade union conflicts, strike, lockout. The seller has not any obligation to supply goods, services or technology, if he did not obtain the necessary licenses or authorization or the qualification for the general licenses or the derogations foreseen by the law, regulations, ordinances and requirements for importation, exportation control and penalties and relevant modifications.

Should such licenses, authorizations, approvals be rejected or repealed or in case of modification of laws, regulations, ordinances and requirements which forbid to the seller to fulfill the contract or which expose him to the risk of responsibility foreseen by laws, regulations, and current requirements, the seller shall be exonerated from all obligations foreseen by the present contract and/or any other collateral contract with the buyer.

Should any of the parties be unable to fulfill its obligations, except for customer's obligation to pay the amount due to the seller according to the contract, because of the reasons foreseen in the present article, for a period longer than 180 consecutive days, both parties can settle the nonexecuted part of the contract, without any responsibilities, by a written notice sent to the other party.

### 7. Payment

Each payment must be made (a) totally without compensation, exception or deduction of any type (unless foreseen by the law), (b) in the currency reported in the seller quotation and (c) with exact reference to the invoice to which it refers to.

Except for any further right referring to the seller, he reserves the right to (i) apply delay interests of 5% above the official bank rate, once elapsed the agreed period for payment and till the full settlement, (ii) to suspend the contract execution (with the right to suspend deliveries too) if the buyer omits to make any scheduled payments, and/or (iii) to require at any time advance payments and/or warranties to guarantee the buyer's obligations fulfillment. Any claim that could arise between the parties do not exempt the customer from respect the payment conditions and terms.

### 8. Condition of ownership

All goods remain the property of CAEN until receipt of payment in full.

In case of missing payment, except for any request of compensation for damage by CAEN, the seller has the right to request the immediate transfer of the interested products, upon refund of the products remaining value, fixed by CAEN, deducted all charges connected to the recovery of the products themselves.

Any act that involves instructions by customer about the products before their complete payment and any other behavior that could compromise the claim right, will make the customer responsible towards CAEN, except for the applicable penal sanctions.

All software rights are reserved. Customer shall not disclose them to third parties, shall not give the license and shall not use the software rights against payment and/or for free.

### 9. Non-fulfillment

Except for all seller rights, the contract with customer will be rescinded if a) customer is in default due to causes unrelated to force majeure, and within 30 days from the seller written notification date referred to the non-fulfillment, the customer omits to correct such non-fulfillment, if it can be corrected within such period, or if it is not possible to correct the non-fulfillment within such period, customer omits to correct it, or b) measures, motions, injunctions or debt moratorium proceedings, winding up, dissolution, administration or reorganization of the customer or of any affiliated party, which do not correspond to a winding up or solvent reorganization as per incorporation or restructuring.

The seller can recover from customer or from his representing agent all expenses or damages suffered from the contract rescission, including a penalty of 50% of the order amount not executed because of the non-fulfillment.

If customer is in default in the payment CAEN has the authority not to execute the scheduled deliveries or to ask for advance payments and/or warranties before proceeding with the deliveries.

### 10. Warranty

CAEN products are covered by a 12 months guarantee from manufacturing defects. This period starts from the delivery date of each product to customer.

Warranty includes, for the above mentioned period, the repair and/or substitution interventions of the defective products to be held in CAEN premises in Viareggio, Via Vetraila 11.

Substituted parts are and will remain CAEN property.

Shipping costs will be at customer charges.

The repair will not cover defects due to causes occurred for an inappropriate use of the products.

The anomalies and defects must be notified immediately to CAEN in written form. The notification shall be made by the customer within 5 days from the goods receipt date in case of manifest defect; in case of hidden defect CAEN must be informed immediately and anyway not later than one week from the date in which the defect is detected. Otherwise it will be excluded from the warranty.

Claims referred to partial deliveries do not give to customer the right to reject the fulfillment of the complete contract.

Warranty does not cover functioning problems of A927 tag due to discharged battery. Possible anomalies, if present, shall be notified by written form to CAEN within 5 days from the goods receipt. CAEN will evaluate time by time if and how to process the anomaly according to his unquestionable decision.

### 11. Warranty extension

On request, CAEN can extend the warranty period to three years against payment, guaranteeing to customer the perfect functionality and performance of its products at the following conditions:

- A. Warranty covers CAEN product including all its components. Within this warranty CAEN guarantees that the equipment is without any defect in manufacturing and/or materials able to endanger or prevent the correct functionality on

conditions that the instructions provided in the user manual have been followed and that the product maximum power and load are not exceeded. Warranty does not cover materials such as antennas and cables.

- B. Warranty involves the repair of all defects or damages detected during the validity period; the defect removal can be done through substitution with an equivalent device or through repair. The substituted device or components become CAEN property. Material and labour costs are at CAEN charge, shipping expenses from customer to CAEN and from CAEN to customer are at customer charge.
- C. Warranty requests are valid only if accompanied by CAEN invoice including all necessary information referring to the purchase date, the product description and serial number. CAEN can ask for the original invoice.
- D. Warranty does not cover defects or damages due to an incorrect use of the product, assembling and installation mistakes, damages occurred during the transport or due to crashes or collisions or falls or non-authorized repair operations performed by third parties.

The present warranty regulates once and for all the juridical relationship between CAEN and the customer. Any further warranty right is excluded unless a responsibility is defined legally.

#### **12. Return of the goods**

Goods can be returned to CAEN only after CAEN authorization. CAEN will inform customer about the identification code that will accompany the returned material. The goods shipped to CAEN shall be duly packaged, and the parcel shall clearly bear the return authorization references.

#### **13. Development commission**

In case of an order which requires a special development work, the buyer shall not have the inventor rights referred to the development itself including the equipment and tools used for the production even if the buyer contributed to the development and production costs.

#### **14. Limit of responsibility**

Software developed by CAEN is given to customer without any warranty or certification on its use and/or results of its use in terms of reliability, precision, correctness. CAEN does not guarantee that the software performances will be continuous and without errors.

Provided what mentioned in the previous paragraph and possible further dispositions here included, the whole responsibility of the seller for any loss, debt, expenses (legal costs included), damages, claims or proceedings supported referred to any contract between the parties, coming or referred to an infringement of the contract itself, false declaration, offence (guilty included), infringement of obligations foreseen by the law, objective responsibility or Intellectual property rights infringement, shall not be in any case higher than the contract price amount.

Except for what mentioned in the last paragraph of this article, the seller is not responsible towards customer in any circumstances or with reference to any contract between the parties for any loss of profit, for actual or expected profits, for expected savings, for businesses, contracts, setting up or reputation, for use, damage or for any loss or indirect or emerging damage, independently from the cause and the fact that it can derive by a contract infringement, false declaration, offence (including guilt), infringement of obligations foreseen by the law, objective responsibility or intellectual property rights.

#### **15. Further mandatory regulations**

If customer visits the seller premises he is required to respect the regulations in force and the instructions given by CAEN staff including the safety regulations and those ones referred to the electrostatic discharges.

#### **16. Technical data and confidentiality**

All technical and commercial information disclosed by CAEN to customer during the business transaction must be considered confidential, therefore all documentation containing such information shall be preserved carefully by customer and shall not be copied, transmitted to third parties or used directly or indirectly by customer for the execution of personal works or supplying to third parties.

#### **17. Any other business**

The waiver by CAEN and/or by customer to claim an infringement or non-fulfillment or any right or remedy and the missed action are not considered as a constant waiver to claim other infringement or non-fulfillment or other rights or remedies, unless such waiver is declared binding with a written document, signed by the party.

Should any clause, paragraph or other disposition here included result null and void by law, such disposition will be considered omitted, only for the void part, without jeopardizing the validity of the remaining parts of the present document.

The buyer is not authorized to transfer the rights and/or obligations here included without previous written authorization by the seller.

The titles of the articles constituting this document must be considered as a guide and do not affect the articles interpretation.

All communication referred to the content of the present document must be expressed in written form.

#### **18. Place of jurisdiction**

The present conditions, and any other contract agreed with the customer are governed by the Italian law.

The parties engage themselves to define any dispute arising from this document out of court. If no friendly solution is possible, any judgment shall be devolved to the Tribunale di Lucca.

#### **19. Law 675/1996 ("Privacy")**

CAEN acknowledges that all information acquired during its commercial transactions is to be considered confidential information of its customers, protected by the law no. 675/1996 concerning dispositions about personal data treatment.

CAEN shall guarantee the confidentiality of customers personal data according to the above mentioned law and shall be used, communicated and disclosed, even with the electronic tools, exclusively for purposes connected to commercial transactions. If necessary CAEN will transmit the customer data to the carrier in charge of the shipping. The personal data communication is mandatory: without them the transaction shall not be finalized.

Customer can contact directly CAEN to get any information about his personal data (as per the rights of article 13 of Law 675/96) at the following address:

CAEN R.F.I.D. SRL Via Vetraria 11

55049 Viareggio (LU) Tel. 39-0584-388398 / Fax +39-0584-388959

[info@caenrfid.it](mailto:info@caenrfid.it)

[www.caenrfid.it](http://www.caenrfid.it)

By accepting the present conditions customer expresses his consent to the personal data processing for the above mentioned purposes, with the right to ask and obtain their cancellation or modification through written communication to CAEN.

<i>Company:</i>
<i>Legal Representative:</i>
<i>Stamp:</i>
<i>Date:</i>
<i>Signature:</i>

Under the clause 1341-1342 of C.C., explicitly the customer expresses his consent to clause 5 (delivery), 8 (ownership), 9 (non-fulfilment), 10 and 11 (Warranty), 15 (place of jurisdiction), of the present conditions.

<i>Company:</i>
<i>Legal Representative:</i>
<i>Stamp:</i>
<i>Date:</i>
<i>Signature:</i>